

ATTACHMENT NO. X-D: Approval of School Resource Officer

Suggested Motion: Approve the addition of a district School Resource Officer

Recommended action: Approve as presented.

It is recommended that the Board approve the addition of a School Resource Officer (SRO). Adding a school resource officer is a proactive measure towards continuing to keep our schools secure and safe. We continue to see trends of threats, drugs, and violent actions that occur in schools, and an SRO will help to deter those threats. Having an SRO helps the district with a quicker response time to emergencies within the district. Other advantages to having an SRO are building relationships with students because they are always on campus, assisting with drug awareness, and participating in our threat assessments.

An SRO must have a specialized certification to work with youth. Grants are available through SAFE Schools opportunities, which the district will apply for to help offset the cost. The district will cover 75% of the salary (9 months), and the Sheriff's Department will cover 25% (3 months). The intergovernmental agreement is for four years, and the district cost is approximately \$75,000 - \$80,000 yearly.

* Current Agreement w/ Belvidere #100

* Being Reviewed by Scott Nemanich

**INTERGOVERNMENTAL AGREEMENT FOR
SCHOOL RESOURCE OFFICER BETWEEN
SCHOOL DISTRICT 100 AND BOONE COUNTY SHERIFF**

THIS AGREEMENT is entered into on this 23 day of August, 2022, between the Boone County Sheriff's Office and the Board of Education of the Belvidere Community Unit School District No. 100, Boone County, Illinois, both located within Boone County, State of Illinois.

WHEREAS, Section 10 of Article 7 of 1970 Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) empower units of local government to contract among themselves to share services and exercise, combine, or transfer any powers not prohibited by law; and

WHEREAS, District 100 desires to have the services of a Boone County Deputy Sheriff available at the Belvidere North High School and the Belvidere Central Middle School. The High School and Middle School are jointly referred to herein as the Schools; and

WHEREAS, the Boone County Sheriff determines that it is in the best interest of the County to provide said services to the Schools located within the legal limits of the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Sheriff's Office and District 100 agree as follows:

1. **RECITALS:** The foregoing recitals are incorporated herein by this reference as if fully set forth.
2. **SERVICES PROVIDED:**
 - A. The County shall provide a School Resource Police Officer (SRO) to District 100, to perform general police duties and to assist District 100 in the security of the Schools.
 - B. The County shall also assist District 100 with the overall security evaluation of the Schools.
3. **SRO EMPLOYMENT:**

The SRO is, and shall remain a County employee and shall be supervised and shall remain subject to the Sheriff's Office chain of command. All activities of the SRO shall be taken as a County employee and pursuant to applicable laws and the Sheriff's Office rules and regulations.

The County Sheriff, or his designee, shall coordinate the provision of SRO services with the principals of the Schools and/or the Superintendent of District 100.

4. **TIME OF PERFORMANCE:**

The SRO shall be available for school purposes during school hours and at school sponsored events as follows:

- A. On all student attendance days from 8:00 a.m. to 3:30 p.m.
- B. At all other school sponsored functions as requested by the Schools' Principals: regularly scheduled home football games; home football playoff games; homecoming activities, selected home boys or girls basketball or wrestling; IHSA contests hosted at the Schools; other school dances; senior activities - graduation; and other school functions as needed.
- C. County and District 100 agree that the SRO shall only be assigned to the Schools and events mutually agreed to.
- D. County and District 100 agree that the Sheriff's Office may withdraw the SRO as needed on an emergency basis to assist with emergencies within or outside of the County.

5. **COMPENSATION:**

- A. District 100 shall pay the County an annual sum for the services of the SRO. The Compensation shall equal 70% of the average Boone County Deputy Sheriff's compensation package including, but not limited to, employer contributions for Worker's Compensation, pension plans and health insurance. For purposes of calculating the Compensation, the average patrol officer's salary shall be calculated utilizing the County's fiscal year.
- B. Payment of the Compensation amount shall be made in quarterly installments, commencing in August of each year and terminating in May.
- C. If the County provides an SRO on an overtime basis at school functions as required under Section IV or upon request by District 100, District 100 shall pay to the County the actual assigned deputy's rate of overtime pay as determined by the existing labor contract or an amount mutually agreed to in writing.

6. **SERVICES TO BE SUPPLEMENTAL:**

The parties agree that the services provided by this Agreement are in addition to general police services provided by the Sheriff's Office in the regular course of its operations.

7. **MISCELLANEOUS:**

- A. This Agreement embodies the entire agreement between the parties with respect to the provision of the SRO. No extension or amendment of this Agreement shall be made or claimed by any party to have any force or effect whatsoever, unless such extension or amendment shall be set forth in writing and signed by all the parties hereto.
- B. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- C. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

- D. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to conflicts of law rules. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, such invalidation shall not render invalid any other provisions of this Agreement which can be given effect without the invalid provision.
- E. The parties agree that any action brought under or relating to this Agreement shall be brought in the 17th Judicial Circuit, Boone County, Illinois and the parties hereby submit to the jurisdiction of and venue in that Court.

8. **EFFECTIVE DATE:**

This Agreement shall take effect on August 23, 2022 and shall remain in effect for a period of three (3) year from that date. Either party may cancel this Agreement at any time prior to the expiration of the Agreement with sixty (60) days advance written notice of cancellation.

9. **NOTICE:**

Any notice required or given under this Agreement shall be given in writing and shall either be hand delivered or delivered through the U.S. Mail, postage prepaid, to the recipient at its formal administrative office.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Sheriff's Office and District 100 have caused this Agreement to be executed.

BOONE COUNTY
SHERIFF'S OFFICE

BELVIDERE COMMUNITY UNIT
SCHOOL DISTRICT NUMBER 100

By: DocuSigned by:
David Ernest
90B84CEA127D4F8
Sheriff

By: DocuSigned by:
Allison Rendi Therniac
845571D5E48B11
Board of Education President

Date: 8/25/2022

Date: August 23, 2022



Scott W. Yunk Sheriff

615 N. Main St. Belvidere, Illinois 61008-2698

Phone 815-544-9322 Fax 815-544-9573

Boone County Sheriff's Office Job Description---Deputy Sheriff/Patrol

Under general supervision, exercises responsibilities for the enforcement of state and local laws relating to public safety and welfare. Exercises independent judgement in dealing with dangerous or unusual situations, exercising safety practices and procedures. All deputies are required to be free from physical, emotional, or mental conditions which might adversely affect the exercise of peace officer powers.

- **PURPOSE AND SCOPE**

Law enforcement officers are granted the authority to perform their function based on established legal authority. The department does not tolerate abuse of law enforcement authority.

- **PEACE OFFICER POWERS**

The authority of a person who by virtue of his/her office or public employment is vested by law with a duty to maintain public order or to make arrests for offenses, whether that duty extends to all offenses, or is limited to specific offenses or any person who, by statute, is granted and authorized to exercise powers similar to those conferred upon any peace officer employment by a law enforcement agency of this State.

- **CONSTITUTIONAL REQUIREMENTS**

All employees shall observe and comply with every person's clearly established rights under federal and state Constitutions.